

In re:
Andri L. Council, Jr.
Debtor

Case No. 17-12273-elf
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: ChrissyW
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jun 26, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 28, 2019.

db +Andri L. Council, Jr., 37 W. Rockland Street, Philadelphia, PA 19144-6020

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 28, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 26, 2019 at the address(es) listed below:

BRADLY E ALLEN on behalf of Debtor Andri L. Council, Jr. bealaw@verizon.net
KEVIN G. MCDONALD on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY) bkgroup@kmlawgroup.com
LEON P. HALLER on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY) lhaller@pkh.com, dmaurer@pkh.com; mgutshall@pkh.com
MATTEO SAMUEL WEINER on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY) bkgroup@kmlawgroup.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq. on behalf of Trustee WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com
WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 7


Stip does not affect
Confirmed plan.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Andri L. Council Jr.

Debtor

CHAPTER 13

U.S. BANK NATIONAL ASSOCIATION
(TRUSTEE FOR THE PENNSYLVANIA
HOUSING FINANCE AGENCY)

Movant

NO. 17-12273 ELF

vs.

Andri L. Council Jr.

Debtor

11 U.S.C. Section 362

William C. Miller Esq.

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$21,850.77 which breaks down as follows;

Post-Petition Payments:	August 2018 to October 2018 at \$893.00/month
Installment Payments:	November 2018 to June 2019 at \$1,162.00/month
Late Charges:	August 2018 to March 2019 at \$1,028.74/month
Suspense Balance:	April 2019 at \$1,028.72/month
Fees & Costs Relating to Motion:	August 2018 to June 2019 at \$23.83/month
Total Post-Petition Arrears	\$676.00
	\$1,031.00
	\$21,850.77

2. The Debtor shall cure said arrearages in the following manner;

- a). Beginning on July 1, 2019 and continuing through December 1, 2020, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,162.00 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$1,213.94 from July 2019 to November 2020 and \$1,213.79 for December 2020 towards the arrearages on or before the last day of each month at the address below;

PHFA
211 North Front Street
Harrisburg, PA 17101

- b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

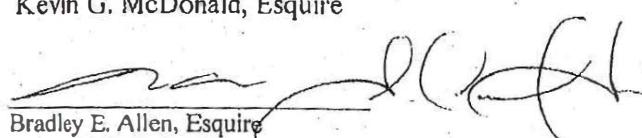
9. The undersigned seeks court approval of this stipulation.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: June 12, 2019

By: /s/ Kevin G. McDonald, Esquire
Kevin G. McDonald, Esquire

Date: 6/17/19


Bradley E. Allen, Esquire
Attorney for Debtor

Date: 6/20/19


William C. Miller
Attorney for Debtor
NO OBJECTION
*without prejudice to any
trustee rights and remedies.

ORDER

Approved by the Court this 26th day of June, 2019. However, the court retains discretion regarding entry of any further order.


Bankruptcy Judge
Eric L. Frank